



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, January 4, 2011 6:00 PM

Oconee County Administrative Offices, 415 South Pine Street, Walhalla, SC

Limited to forty [40] minutes, four [4] minutes per person.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted.

Council's number one priority is to conduct business for the citizens of this county.

All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Council may make closing comments directly following the public & extended public comment sessions if time permits.

PLEASE PRINT

| | FULL NAME | AGENDA ITEM FOR DISCUSSION |
|-----|----------------------|----------------------------|
| ✓1 | DONNA LINSIN | #14 & NRA-AGENDA ITEM |
| ✓2 | LARRY LINSIN | ITEM 15 |
| ✓3 | Michelle McMahon | Ordinance #2010-16 |
| ✓4 | Clare Muzal | #14 |
| 5 | Joe Jones | ✓#18 SUSIE CORNELIUS |
| ✓6 | JOE JONES | |
| ✓7 | KANDY SIMPSON | |
| 8 | | |
| 9 | | |
| 10 | | |
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| 13 | | |
| 14 | | |
| ✓15 | BTL | |

Presented to the Oconee County Council
During Public Comment on
January 4, 2011 by Donna Linsin

I would like to comment on Agenda Item 14. You will be appointing Council members to the Boards of Directors of several activist NGOs tonight, including the Oconee Alliance and Upstate SC Alliance. A number of their members have big development interests, banking interests, infrastructure interests, realtor interests and so on. The members of these NGOs will be recommending various spending projects and various other projects from their agenda in the name of economic development and land speculation. If council members sit on these boards, isn't this a "conflict of interest"? Even though this may be technically legal and may hold up technically in court decisions or with the Ethics Commission, is it right to vote on your own recommendation as a member of these NGOs? Is it right for you to vote to spend taxpayer money on these projects that are being pushed by these NGOs? It is right for you to vote to support the various projects recommended by these NGOs? You should recuse yourselves on any vote or discussion on any recommendations by these NGOs because you have become a part of their agenda whether you serve on their Board of Directors or if you are a member of their group.

I would also like to address this non-agenda item. There are some people who "hit the ground running". The person that I am speaking about is our administrator, Scott Moulder. Now I don't know if Mr. Moulder is a runner or not, but what matters is that he has been extremely busy in trying to accomplish things that need to be done in our county. Mr. Moulder has been running for six months now and has come up with a fire plan for the county. I realize there are still some things that need to be tweaked and the plan is not complete yet, but at least it's a very good start. Over the last two years, the cost of my homeowners insurance premium has gone up 40%. During the last two years, we have been switched from the West Union fire station to the City of Seneca fire department. It is important the county continue to get our ISO ratings down and I am confident that Mr. Moulder is on the right track by suggesting that sub-stations be incorporated throughout the county. Rather than spending any more money on speculation, land acquisitions, and buildings, let's spend that money on building sub-stations and on implementing other parts of Mr. Moulder's plan. I want to thank Mr. Moulder for "grabbing the bull by the horns" and doing what has been

needed for quite some time. I urge Council to give Mr. Moulder your full support.

Thank you,

A handwritten signature in blue ink that reads "Donna Linsin". The signature is written in a cursive style with a large initial "D".

Donna Linsin

Tuesday, January 04, 2011

Hello, My name is Michelle McMahan. I hope by now you have all recieved a packet from myself and Jean Jennings. Please take the time to review it ASAP. I respectfully ask that you table the third and final reading of Ordinance #2010-16 on January 18,2011. To make this clear- this is the North Fairview Community Request. As presented in the packet, there are several questions within that need to be answered. I urge you to review the questions and ask yourself is it really fair for a special interest group or groups to impose in this matter? My answer is **NO!**

I feel that the Planning Commission was fair in taking the time and making an effort to review and learn about our community. Therefore, they made a valid recommendation. However, the Planning Staff, for whatever reason chose to impose Agricultural Residential which is very restrictive. Staff's recommendation is very strange to me for the following reasons- according to Article 11. Overlay Districts Section 11.1 **Lake Overlay District Keowee/ Jocassee** (see your handout) most of my community falls within this overlay. Therefore, we already have "protection against undesiable growth" as Mr. Corbeil stated to us in his letter . Then we have the kicker, Ag Res. as we all know, was neither an option in the ZEO nor was it enacted at the time of our petition. Well, how convenient! I want to know who came up with this one! We have questions and the Planning Staff has the answers!

Mr. Corbeil has given us his explantion of his vote in writing. Mr. Dexter and Mr. Suarez you both voted in favor of our petiton on first reading. I ask you, why the change? **I want to know why our property rights are being sought after?** I believe all the neighbors in my community are great stewards of their land. Please do not be responsible for taking that away from us. I love my community and I am proud of Jean Jennings and her stand against what is seeming to be all odds. The disgusting comments in the newspaper towards her personally are so cruel and unfounded. With that said,

I respectfully ask that you reconsider and look at the full picture of the people in my community. The third and final vote will change our lives forever. We asked for **Traditional Rural** and have had Ag. Res. **FORCED** on us by others **NOT** in our community. I appreciate your service to Oconee County. BUT...

Think about it, do you really want to be responsible for such a disservice to your fellow Oconee County citizens? I would like to think not. Thank you for your time.

Article 11. Overlay Districts

The following overlay districts are hereby created to guide development within areas of Oconee County deemed to be of extraordinary value to its citizens. The standards applicable within the boundaries of the various overlays are intended to encourage and maintain positive attributes, while limiting the negative effects associated with unmanaged growth.

Section 11.1 Lake Overlay District

Title: Lake Overlay District

Definition: The Lake Overlay is not intended to be a separate zoning district, but shall be assigned to the shoreline areas of Oconee County lakes that are considered by County Council to be vital to the economic prosperity and general well being of all county citizens.

Intent: This overlay is intended to protect water quality, maintain natural beauty, and limit secondary impacts of new development that may negatively affect the lifestyles of those living near the lakeshore.

Boundary: The boundaries of the Lake Overlay District are shown on the Official Oconee County Zoning Map, and are divided into the following sub-districts:

- a. Keowee/Jocassee Overlay (Lakes Keowee and Jocassee)

Standards:

- a. **Keowee/ Jocassee Overlay (Lakes Keowee and Jocassee)-**

The following standards shall apply within thirteen hundred (1,300) feet of the full pond contour of Lake Keowee and Lake Jocassee, to be measured along a perpendicular line from the full-pond contour,

1. No single-family or multi-family development shall have a net density greater than 4 dwelling units per acre.
2. No structure constructed in the overlay shall have a building height greater than 65 feet above finished grade. In no circumstance shall the grade elevation be altered beyond that necessary to provide for structural soundness. For the purposes of this section, unless otherwise stated, all dimensions, heights, elevations and other specifications related to structures shall be measured in accordance with adopted building codes.
3. A natural vegetative buffer shall be established on all parcels for which any county-issued permit is issued, to be inspected as part of the initial inspection typically performed by County personnel. The buffer shall extend to a depth of twenty-five (25) feet measured along a perpendicular line from the full-pond contour, and shall meet all standards established for natural buffers contained in the Subdivision Regulations Chapter of the Unified Performance Standards, as amended.

January 4, 2010

To Oconee County Council

First I would like to thank all the Council members for putting in all the time and energy you put in on council toward the mission of governing our unique Golden Corner of South Carolina.

I have a question about item 14 on the agenda tonight. In what capacity will representatives from Council be serving on

- South Carolina Appalachian Council of Government Board of Directors
- Upstate Alliance Board of Directors
- Oconee Alliance Board of Directors
- Infrastructure Advisory Commission

The duties and responsibilities of Council members have not been spelled out. What would they be? Observers, Participants?

Will this service cost Oconee County any membership fees, dues, or other expenses?

I just want to express my concerns regarding the particulars of this arrangement, and urge Council to not tie too tight a knot with these NGO's. I know that I am not alone in these concerns as ethics committees around the country are taking a look at similar relationships.

Ethics violations usually result from elected officials receiving inappropriate financial compensation via their special and influential positions, and I hope there is nothing like that in the works here.

And I hope that Council does not expect to serve as voting board members of any of these organizations. Board members of NGO's have a fiduciary responsibility to the organization that could be at odds with their responsibility to taxpayers when the nonprofit comes before the council for grant money or other legislation.

Are these nonprofit organizations specifically seeking out council members and other public officials to serve on their boards? This could give the impression that those organizations have an unfair advantage when they come to the county for money.

Sincerely,

Claire Muzal

COMMENTS TO OCONEE COUNTY COUNCIL, TUESDAY, JANUARY 11, 2011
NON-AGENDA TOPICS

INTRODUCTION

*My name is Joe Jones, I live in Oconee County, and I am a proud member of the Seneca Tea Party. I sincerely thank the council for letting me voice my opinions.

*I would like to briefly speak about the following three non-agenda topics:

#1 Citizen Comments Session of County Council Meetings;

#2 Wayne McCall Needs Your Help; and

#3 Unfunded Pensions of State and Local Municipalities.

These topics will be addressed to you, since the council, with the exception of Mr. McCall, hears what we all have to say, but only listens to what they want to hear.

Topic #1: Citizen Comments Session:

I commend our council for allowing us to voice our opinions and concerns. They don't have to do this. However, I believe the change they made a while back, making public comment begin at 6pm, with a break until 7pm for the regular meeting, smacks of censorship. I believe this because they know that most of the council meeting attendees, plus the press, will not show up until 7pm. I urge the council to go back to having the regular meeting immediately after public comment ends, unless they don't want other citizens and the press to hear what we have to say.

Topic #2: Wayne McCall Needs Your Help:

In the December 11-12, 2010 issue of the Seneca Journal, Councilman Wayne McCall had an article in the Guest Commentary titled "I NEED YOUR HELP". Mr. McCall's request for help concerned the purchase of the 415 acres of land on Highway 11, and the lack of a plan as to how this land should be used. I have handed out copies of his request, and have additional copies if needed. Mr. McCall needs us to contact our councilmen, and urge them to move forward his request on planning for Project North by giving the project to our county administrator and putting it on a fast tract. At least please read his request.

Topic #3: Unfunded Pensions of State and Local Municipalities

In the last couple of years, County Council amassed millions of dollars from collected taxes, and they were criticized from many avenues about this. In the last year, Council has tried their best to remedy this situation, by spending our tax dollars in what many of us consider fiscally reckless methods.

Many believe that there are additional financial storms soon to come to this country, but there is one storm that can directly affect our state, cities and counties. The financial storm I am speaking of is **unfunded state, city and county pension plans**, which can lead to the bankruptcy of these entities. This issue has garnered much attention on Fox News, but almost no attention in the mainstream media, such as MSNBC, CBS, NBC and

ABC. In my opinion, until states and municipalities actually begin to declare bankruptcy, you probably won't hear about this in this media.

The following comments came from various segments from Fox News programs:

*There are too many liberal politicians in local offices.

*California's debt crisis is likely to result in federal bailout. They have a \$20 billion structural deficit, and \$59.383 billion in unfunded state pension plans.

*We now have a bailout mentality in the federal government, and the next big bailout will be to the states, possibly thru the FED.

*Hamtramick, Michigan is pleading to the state to allow them to declare bankruptcy, so they can void union contracts.

*Illinois has \$54.383 billion in unfunded state pension plans.

*Pennsylvania has \$513.274 billion in unfunded state pension plans.

*States don't set aside enough money to fund generous public pensions. Many then count on stock investments to make up the difference. States and local municipalities will have to cut money to schools, public safety and other core services to meet their pension contracts.

*One segment showed a map of states and their public pension situations. Yellow meant solid performance; Blue meant needed improvement; and Red meant serious concern. **South Carolina was red.**

I can't make you become concerned about these topics. All I can do is help you become informed. However, you would not be here tonight if you didn't have some interest and/or concern about county affairs. In my opinion, Mr. McCall is the only fiscally responsible council member we have. Many of us believe tough financial times are coming to our nation, state, county, and cities, and in past council meetings, many of us have urged the council to stop how they spend, and how much they spend, to no avail. I have spoken tonight to urge you, in the elections to come, to elect fiscally responsible council members. That is the only way we can stop this irresponsible spending. In the meantime, in my opinion, the only thing we can do is to urge our Council to stop their spending spree. Maybe, if enough of us voice our disagreement, perhaps some of them will listen.

Finally, please see me anytime if you would like any additional information regarding these issues.

Thank you for your time and attention.

'I need your help'

BY WAYNE MCCALL

As you may know, during the Nov. 23 County Council meeting, council passed an ordinance authorizing the purchase of 415 acres of land on High-

way 11. The vote was 4 to 1 in favor of the purchase. I was the lone vote against this purchase.

One of the reasons for my vote is that there is no plan as to how this land should be used — recreational or industrial. If it is used for industry, there is no plan on how to develop and



McCall

market it. We need jobs in Oconee County badly with an unemployment rate at 10 percent to 11 percent.

If this property is to be utilized for industry and for future jobs, council needs to formulate a plan quickly as to how we can attract a developer and marketing group to move forward with the property.

Our history of the last 10 years of economic development in Oconee County is very bad. In fact, Oconee County has had no sizeable companies move into the county during that time and today, we have 11 percent unemployment. We must take a new, aggressive approach to solve this problem and create jobs.

During the Dec. 7 County Council meeting, I suggested that we turn this planning problem over to a professional, our administrator, and take it out of the hands of amateurs. The administrator could move forward quickly to form a plan for using an industrial developer, a professional

marketing group and other contacts to create jobs from Project North. He should have the full economic development budget at his disposal. I would expect him to report back to council in 60 to 90 days with a plan. During this time, he should also look into having both sewer and water infrastructure brought to the property line. Moving forward in this manner could mean Oconee County could be in a position to market this property in six months, not 12 to 24 as suggested.

Unfortunately, this suggestion was not well received by my fellow councilmen, who offered the same lame excuse, "Our Economic Development Department is looking into this." People, we need to look outside the old unsuccessful box so that we can create jobs as quickly as possible. I wonder if my fellow councilmen really mean it when they say they want to create jobs or are they just giving lip service to it?

That's why I am asking you to contact your councilman regarding my request to move forward on planning for Project North by giving the project to our county administrator and putting it on a fast track. We do not need to sit on our duffs and still be talking about how to do this 12 to 24 months from now.

Here is the contact information for current councilmen as well as the councilman-elect. Please contact them.

- Wayne McCall, District II (864) 638-6483
- Reg Dexter, District V (864) 972-1265 (H) e-mail: regdexter@bellsouth.net
- Joel Thrift, District IV (864) 647-9655 (H) e-mail: jthrift@nuvox.net
- Paul Corbell, District I (864) 944-0630 (H) e-mail: paulcorbell@bellsouth.net
- Mario Suarez, District III (864) 862-5757 (H) e-mail: bhulse@oconeesc.com
- Archie Barron, District III Councilman-elect (864) 882-7453

The dominant theme today is:

GLOBALIZATION

*The term '**New World Order**' was considered conspiracy theory a few decades ago, but the term is now commonplace.*

The Oconee County Council is systematically turning up the heat. County government, like state, and federal governments are openly destroying the very basis of the US Constitution and Declaration of Independence, both of which guarantee **'INDIVIDUAL' Liberty and 'PRIVATE' Property Rights.**

Declaration of Independence

(Adopted by Congress on July 4, 1776)

The Unanimous Declaration
of the Thirteen United States of America

When, in the course of human events, it becomes necessary for one people to dissolve the political bonds which have connected them with another, and to assume among the powers of the earth, the separate and equal station to which the laws of nature and of nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the separation.

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable rights, that among these are **life, liberty and the pursuit of happiness**. That to secure these rights, governments are instituted among men, deriving their just powers from the consent of the governed.

The Constitution of the United States of America

We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

Amendment 5

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War or public danger; nor shall **any person** be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, **nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.**

Amendment 14

1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive **any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.**

Agenda 21=Sustainable Development

Strengthening the Role of Non-Governmental Organizations: Partners for Sustainable Development

PROGRAMME AREA

Basis for action

27.1. Non-governmental organizations play a vital role in the shaping and implementation of participatory democracy. Their credibility lies in the responsible and constructive role they play in society. Formal and informal organizations, as well as grass-roots movements, should be recognized as partners in the implementation of Agenda 21. The nature of the independent role played by non-governmental organizations within a society calls for real participation; therefore, independence is a major attribute of non-governmental organizations and is the precondition of real participation.

27.2. One of the major challenges facing the world community as it seeks to replace unsustainable development patterns with environmentally sound and sustainable development is the need to activate a sense of common purpose on behalf of all sectors of society. The chances of forging such a sense of purpose will depend on the willingness of all sectors to participate in genuine social partnership and dialogue, while recognizing the independent roles, responsibilities and special capacities of each.

A partial list of upstate NGOs

- **Ten at the Top (Paul Corbeil on Vision and Values Committee; Neil Workman on Board)
- **Advocates for Quality Development-AQD
- **Oconee Alliance (Reg Dexter, Paul Corbeil, Mike Lucas, Greg Diettirick, Neil Workman)
- **Upstate Forever
- **Friends of Lake Keowee Society-FOLKS
- **Upstate Alliance
- **Mountain Lakes Community Association (Paul Corbeil on Board of Directors)

27.5. Society, Governments and international bodies should develop mechanisms to allow non-governmental organizations to play their partnership role responsibly and effectively in the process of environmentally sound and sustainable development.

27.6. With a view to strengthening the role of non-governmental organizations as social partners, the United Nations system and Governments should initiate a process, in consultation with non-governmental organizations, to review formal procedures and mechanisms for the involvement of these organizations at all levels from policy-making and decision-making to implementation.

27.7. By 1995, a mutually productive dialogue should be established at the national level between all Governments and non-governmental organizations and their self-organized networks to recognize and strengthen their respective roles in implementing environmentally sound and sustainable development.

27.8. Governments and international bodies should promote and allow the participation of non-governmental organizations in the conception, establishment and evaluation of official mechanisms and formal procedures designed to review the implementation of Agenda 21 at all levels.

For a County Councilman to be a member of or an officer in any NGO is a situation that should be considered carefully. As a member or officer, you are a part of establishing the agenda of your group. You then bring the agenda items back and pass ordinances to make your friends happy. The H-- with the other people you are supposed to represent. The practice may not legally be a conflict of interest, but it is betrayal of the people in your district who do not have an NGO to fight for them

When you violate the people's rights enumerated in the US Constitution, you are violating your oath of office. **Life, liberty and property** are the **individual rights** of every citizen of Oconee County and the US.

If you are a member or officer of an upstate NGO, decency dictates that you recuses yourself from all votes having anything to do with their agendas.



Do you know how much land in the United States is owned by the Federal Government? It's shocking:

Nevada : 84.5%
Alaska: 69.1%
Utah: 57.4%
Oregon: 53.1%
Idaho: 50.2%
Arizona: 48.1%
California: 45.3%
Wyoming: 42.3%
New Mexico: 41.8%
Colorado: 36.6%

The United States government has direct ownership of almost **650 million acres** of land (2.63 million square kilometers) – nearly 30% of its total territory.

HOW MUCH LAND DOES SOUTH CAROLINA OWN?

Members of the General Assembly requested that we conduct a study of the state's system for managing real property. Real property is defined as land and buildings. South Carolina state government owns **almost one million acres** of land and **8,415** buildings.

Part of Donna Linsin's 12-1-2009 County Council backup

“Not only does the county have the **3,359 acres** tied up in conservation easements, but according to the 2004 Comprehensive Plan, the Sumter National Forest, Clemson University, State of SC, local government and Army Corp of Engineers hold approximately **115,361 acres** of property that comprises 27% of the taxable land in the county. Just think, that 27% of the land in Oconee County is not taxable. Including the conservation easements plus federal, state, and county lands, the total acres that are affected on our tax roll is **118,720 acres**. This means that we are locked into not being able to use 30% of the land in the county.”

When Oconee County Council completes the Project North and the Propex acquisitions, the taxpayers of Oconee County will own over **1000 acres** of prime real estate.

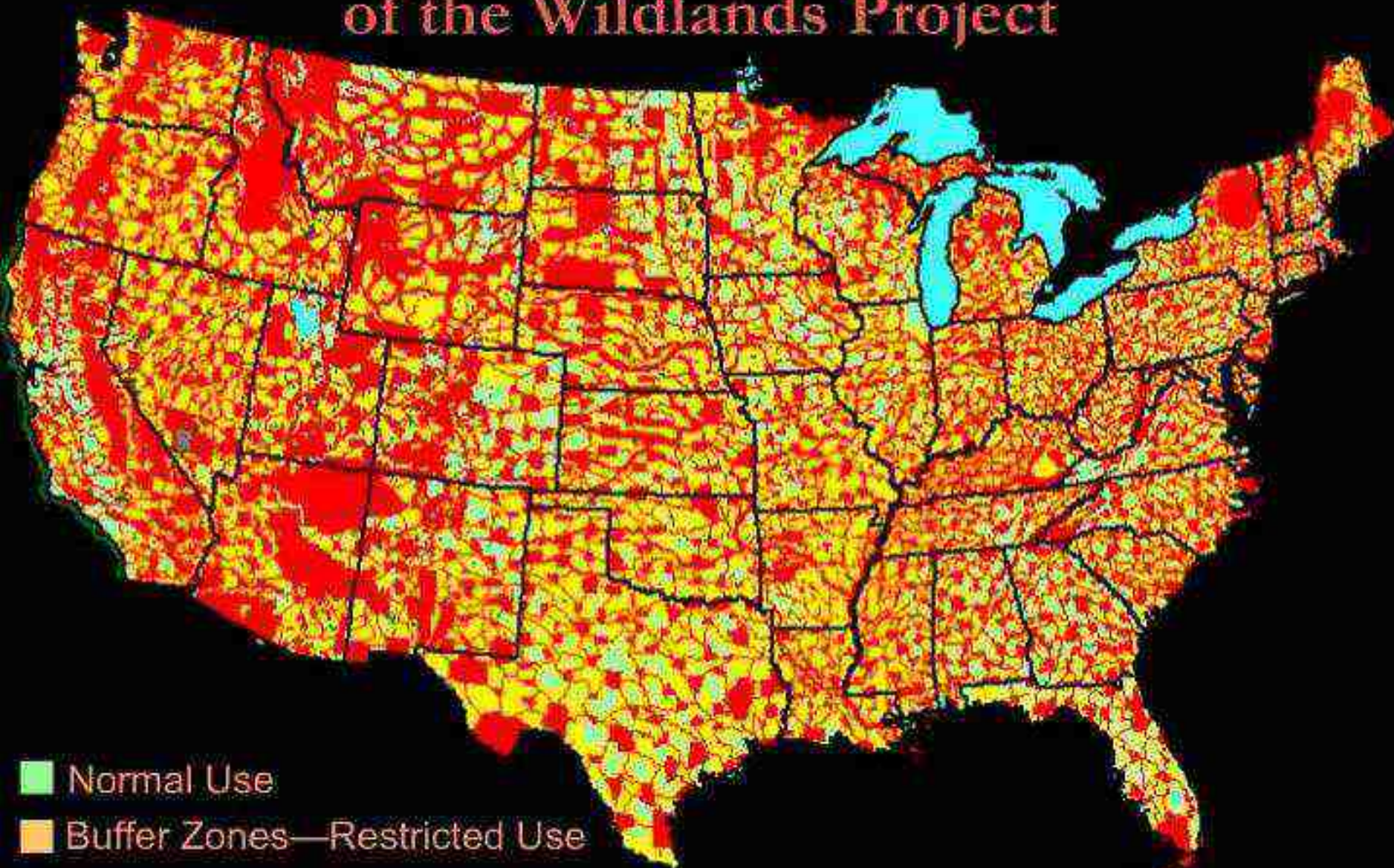
WHY?

NORTH AMERICAN WILDWAYS



WILDLANDS
NETWORK

The Ultimate Goal of the Wildlands Project



- Normal Use
- Buffer Zones—Restricted Use
- Core Wildland Reserves—No Use

Copyright 2007 American Land Foundation, Taylor, Texas
and Stewards of the Range, Meridian, Idaho
Constructed by Environmental Perspectives, Inc., Bangor, Maine

Wildlands Conservation Planning Partners

- Alliance for the Wild Rockies
 - American Wildlands
- Canadian Parks and Wilderness Society
 - Castle Crown Wilderness Coalition
 - Conception Coast Project
 - Forest Guardians
 - Grand Canyon Wildlands Council
 - Hill Country Wild
- Legacy The Landscape Connection
- New Mexico Wilderness Alliance*
- Round River Conservation Studies
 - Siskiyou Project
 - Sky Island Alliance
- Southern Rockies Ecosystem Project
- Superior Wilderness Action Network
 - Yellowstone to Yukon

Conservation Partners

- American Rivers
- Ancient Forest International
- California Wilderness Coalition
- Central Cascades Alliance
- Center for Biological Diversity
- Conservation Biology Institute
- Defenders of Wildlife
- Forest Forever
- Friends of the River
- Forest Watch
- Keeping Track, Inc.
- Land Trust Alliance
- LightHawk
- [National Wildlife Federation](#)
- Naturalia
- Northwest Ecosystem Alliance
- Oregon Natural Resources Council
- Patagonia
- Predator Conservation Alliance
- Pronatura
- [Sierra Club](#)
- Sierra Club Grizzly Bear Ecosystem
- Silva Forest Foundation
- Society for Ecological Restoration
- Southern Appalachian Forest Coalition
- Southwest Forest Alliance
- Southern Utah Wilderness Alliance
- [The Nature Conservancy](#)
- The Wilderness Land Trust
- [The Wilderness Society](#)
- [Wildlands CPR](#)
- Wildlife Conservation Society
- World Wildlife Fund Canada
- World Wildlife Fund USA
- Yukon Wildlands Project

It is not government's role to create jobs, redistribute the wealth of taxpayers, or extend favors to friends and associates. It is the role of ALL governments to create conditions that keep its citizens safe and are conducive to Free Enterprise. History has demonstrated that Free Enterprise works, if politicians stay out of the way.

**Thank you for your
kind attention...**

For a County Councilman to be a member of or an officer in any NGO is a situation that should be considered carefully. As a member or officer, you are a part of establishing the agenda of your group. You then bring the agenda items back and pass ordinances to make your friends happy. The H-- with the other people you are supposed to represent. The practice may not legally be a conflict of interest, but it is betrayal of the people in your district who do not have an NGO to fight for them

When you violate the people's rights enumerated in the US Constitution, you are violating your oath of office. **Life, liberty and property** are the **individual rights** of every citizen of Oconee County and the US.

If you are a member or officer of an upstate NGO, decency dictates that you recuses yourself from all votes having anything to do with their agendas.

OCONEE COUNTY COUNCIL
2010 COMMITTEE ASSIGNMENTS
EFFECTIVE January 5, 2010

Budget, Finance & Administration:

Reg Dexter, V, Chair
Paul Corbeil, I
Wayne McCall, II
Mario Suarez, III
Joel Thrift, IV

Transportation:

Joel Thrift, IV, Chair
Paul Corbeil, I
Wayne McCall, II

Real Estate, Facilities & Land Management:

Mario Suarez, III, Chair
Paul Corbeil, I
Joel Thrift, IV

Law Enforcement, Public Safety, Health & Welfare:

Wayne McCall, II, Chair
Mario Suarez, III
Joel Thrift, IV

Planning & Economic Development:

Paul Corbeil, I, Chair
Wayne McCall, II
Reg Dexter, V

Oconee County Council Meeting Schedule

2011

Council meetings on the 1st and 3rd Tuesday each Month

Schedule Holding TWO meetings each Month

| | | |
|-----------|---|----|
| January | 4 | 18 |
| February | 1 | 15 |
| March | 1 | 15 |
| April | 5 | 19 |
| May | 3 | 17 |
| June | 7 | 21 |
| July | 5 | 19 |
| August | 2 | 16 |
| September | 6 | 20 |
| October | 4 | 18 |
| November | 1 | 15 |
| December | 6 | 20 |

Schedule Holding ONE meeting in July & August

| | | |
|-----------|---|----|
| January | 4 | 18 |
| February | 1 | 15 |
| March | 1 | 15 |
| April | 5 | 19 |
| May | 3 | 17 |
| June | 7 | 21 |
| July | | 19 |
| August | | 16 |
| September | 6 | 20 |
| October | 4 | 18 |
| November | 1 | 15 |
| December | 6 | 20 |

2010 COUNTY COUNCIL COMMITTEE MEETING SCHEDULE

Budget, Finance & Administration

February, April, June, August, October & December
During Budget review additional meetings will be scheduled

EO Month / 3rd Thursday @ 5:30 p.m.

Transportation

February, April, June, August, October & December

EO Month / 4th Tuesday @ 5:30 p.m.

Real Estate, Facilities & Land Management

March, June, September, December

Quarterly / 2nd Saturday @ 9:00 a.m.

Planning & Economic Development

January, April, July, October

Quarterly / 3rd Thursday @ 4:00 p.m.

Law Enforcement, Public Safety, Health & Welfare

February, May, August & November

Quarterly / 4th Tuesday @ 7:00 p.m.

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2011-01**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OR RATIFICATION
OF A MEMORANDUM OF AGREEMENT BETWEEN OCONEE COUNTY, SOUTH
CAROLINA, AND THE WHITEWATER LAKE FISHING AND BOATING CLUB, INC.**

WHEREAS, the United States Department of Agriculture (“USDA”) – Natural Resources Conservation Service (“NRCS”) has approved a certain conservation project, known as the Whitewater Lake Project (the “Project”), under the Emergency Watershed Protection (“EWP”) program of the United States Government; and

WHEREAS, the Project was determined to meet the criteria of the EWP program for funding, due to damages on the auxiliary spillway of lower Whitewater Lake, from storms occurring on September 20, 2009, and was approved to provide such funding (the “Grant”); and

WHEREAS, the EWP program authorizes the use of certain project sponsors to make application for EWP program funding, while explicitly recognizing that such sponsors may act only as a “pass through” entity, with the ultimate user of such funds to be third parties, such as, in this instance, the Whitewater Lake Fishing and Boating Club, Inc. (the “Club”); and

WHEREAS, the CFDA for the EWP program (Number: 10.923) (the “CFDA”), indicates that the objective of the EWP program is to assist sponsors, landowners, and operators in implementing emergency recovery measures for runoff retardation and erosion prevention to relieve imminent hazards to life and property created by natural disaster that causes a sudden impairment of a watershed, an objective which has been found by the NRCS to be met in the case of the Project; and

WHEREAS, certain agreements are to be executed between NRCS and Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (“the County”), as the project sponsor for the Project, including Technical Assistance Agreement 69-4639-10-1012 and Financial Assistance Agreement 69-4639-10-1013 (collectively, the “Agreements”); and

WHEREAS, NRCS is aware that Oconee County intends to act as a “pass through” entity for the Project and will enact a separate Memorandum of Agreement (“MOA”) with the Whitewater Lake Fishing and Boating Club, Inc., as the ultimate landowner or operator, in implementing the EWP Program grant funding to address the damages on the auxiliary spillway, and NRCS is facilitating that arrangement; and

WHEREAS, NRCS has met with officials and representatives from both Oconee County and the Whitewater Lake Fishing and Boating Club, Inc., to discuss the scope of the Project and the responsibility of involved parties to complete specific actions for the Project, and has identified, in writing, a list of the specific actions to be completed by each party; and

WHEREAS, it has been the agreement between Oconee County and the Whitewater Lake Fishing and Boating Club, Inc., from the outset, that Oconee County would function as a “pass through” entity with regard to the Grant identified in this Memorandum of Agreement, and that, pursuant to a Memorandum of Agreement, the Whitewater Lake Fishing and Boating Club, Inc., would be responsible

for all funding, accounting, and implementation involved with the Grant, for meeting all requirements of the Grant and of NRCS and the EWP program associated with the Grant, and would hold Oconee County, its officers, employees, and agents harmless from any or all responsibility, liability, or accountability, except that required by law, for all aspects of the Grant, its funding, and its implementation; and

WHEREAS, the County and the Club now want to reduce that understanding to writing, in the form of the MOA attached to this Resolution (which the governing body of Oconee County, the Oconee County Council (the "County Council") has previously authorized to be drafted) and hereby incorporated herein by reference thereto as fully as if set forth verbatim herein, and the Oconee County Council desires to authorize the execution and delivery or ratification of that MOA by the County, for the purposes, only, as set forth therein:

NOW, THEREFORE, it is hereby resolved by Oconee County Council, in meeting duly assembled, that:

1. The Oconee County Administrator is hereby authorized and directed to execute and deliver the Memorandum of Agreement, attached hereto, to the Club, in substantially the form attached hereto, or with such changes and revisions therein as shall not be materially adverse to the County and as shall be approved by the Administrator, upon the advice of Counsel to the County. Should the terms of the Grant require execution and delivery of the MOA prior to the enactment of this Resolution, then this Resolution shall serve as a ratification of such earlier execution and delivery. The Administrator is further authorized and directed to prepare all documents and do all things which are necessary to fully implement this Resolution and the MOA, so long as such acts do not create any additional fiscal or legal responsibility or liability for Oconee County, and are reasonably related to the contents and terms of this Resolution and the MOA.

2. All orders and resolutions of Oconee County inconsistent with this Resolution are hereby revoked, rescinded, and repealed, and this Resolution shall control, to the extent of such inconsistency, only.

3. This resolution shall take effect immediately upon enactment, but shall relate back to the time of execution and delivery of the MOA, in the event of ratification.

RESOLVED this _____ day of _____, 2011, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____

Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

**A MEMORANDUM OF AGREEMENT
BETWEEN OCONEE COUNTY, SOUTH
CAROLINA, AND WHITEWATER LAKE
FISHING AND BOATING CLUB, INC.**

This Memorandum of Agreement, written as and to be interpreted and enforced as a contract between Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "County") and Whitewater Lake Fishing and Boating Club, Inc., a South Carolina corporation (the "Club") dated this ____ day of _____, 2011.

WHEREAS, the United States Department of Agriculture ("USDA") – Natural Resources Conservation Service ("NRCS") has approved a certain conservation project, known as the Whitewater Lake Project (the "Project"), under the Emergency Watershed Protection ("EWP") program of the United States Government; and

WHEREAS, the Project was determined to meet the criteria of the EWP program for funding, due to damages on the auxiliary spillway of lower Whitewater Lake, from storms occurring on September 20, 2009, and was approved to provide such funding (the "Grant"); and

WHEREAS, the EWP program authorizes the use of certain project sponsors to make application for EWP program funding, while explicitly recognizing that such sponsors may act only as a "pass through" entity, with the ultimate user of such funds to be third parties, such as, in this instance, the Whitewater Lake Fishing and Boating Club, Inc.; and

WHEREAS, the CFDA for the EWP program (Number: 10.923) (the "CFDA"), indicates that the objective of the EWP program is to assist sponsors, landowners, and operators in implementing emergency recovery measures for runoff retardation and erosion prevention to relieve imminent hazards to life and property created by natural disaster that causes a sudden impairment of a watershed, an objective which has been found by the NRCS to be met in the case of the Project; and

WHEREAS, certain agreements are to be executed between NRCS and the County, as the project sponsor for the Project, including Technical Assistance Agreement 69-4639-10-1012 and Financial Assistance Agreement 69-4639-10-1013 (collectively, the "Agreements"); and

WHEREAS, NRCS is aware that Oconee County intends to act as a "pass through" entity for the Project and will enact a separate Memorandum of Agreement ("MOA") with the Whitewater Lake Fishing and Boating Club, Inc., as the ultimate landowner or operator, in implementing the EWP Program grant funding to address the damages on the auxiliary spillway, and NRCS is facilitating that arrangement; and

WHEREAS, NRCS has met with officials and representatives from both Oconee County and the Whitewater Lake Fishing and Boating Club, Inc., to discuss the scope of the Project and the responsibility of involved parties to complete specific actions for the Project, and has identified, in writing, a list of the specific actions to be completed by each party; and

WHEREAS, it has been the agreement between Oconee County and the Whitewater Lake Fishing and Boating Club, Inc., from the outset, that Oconee County would function as a "pass through" entity with regard to the Grant identified in this Memorandum of Agreement, and that, pursuant to a Memorandum of Agreement, the Whitewater Lake Fishing and Boating Club, Inc., would be responsible

for all funding, accounting, and implementation involved with the Grant, for meeting all requirements of the Grant and of NRCS and the EWP program associated with the Grant, and would hold Oconee County, its officers, employees, and agents harmless from any or all responsibility, liability, or accountability, except that required by law, for all aspects of the Grant, its funding, and its implementation; and

WHEREAS, the County and the Club now want to reduce that understanding to writing, in the form of this MOA:

NOW, THEREFORE, it is hereby specifically and explicitly agreed by and between Oconee County, South Carolina, acting by and through its Administrator, as authorized by Oconee County Council by Resolution dated _____, 2011, and the Whitewater Lake Fishing and Boating Club, Inc., acting by and through its duly designated and authorized officer, that:

1. The statements of fact and law contained in the foregoing preamble are hereby adopted and incorporated herein by reference, as essential elements of this Memorandum of Agreement; and

2. Oconee County hereby designates the Whitewater Lake Fishing and Boating Club, Inc., as the landowner and operator in implementing the emergency recovery measures for runoff retardation and erosion addressed in the Grant, pursuant to and as authorized in the CFDA and the Agreements and authorizes and directs the Club: to accept the Grant funds as they are passed through the County to the Club, for the sole purpose of successfully completing the Project; to implement the Grant; to provide all required funding for the Project not supplied through the Grant; to spend the Grant funds specifically and only as explicitly authorized and directed under the Grant and the Grant documents, including, without limitation, the Agreements and the CFDA; to carry out all responsibilities and obligations of the County and the Club (as landowner and operator) under such Grant documents, except execution of the Agreements and such other responsibilities and obligations as are specifically required of the County, directly, by law, and to account to NRCS, USDA, and all other agencies, including the County, for the expenditure and use of such Grant funds, as required by the Grant documents; to notify the County of any and every action or report required of the County under the Grant documents; to indemnify and hold Oconee County harmless from and against all costs, liability, and claims associated with or resulting from the implementation of the Grant and the use of the Grant funds; and, to support such indemnification and hold harmless commitment by obtaining all insurance typically associated with undertakings similar to the Project and naming the County as an additional insured on all such policies; and

3. The Whitewater Lake Fishing and Boating Club, Inc., acting by and through the undersigned duly authorized officer, hereby covenants, as a matter of contract, and commits to:

a. Truly and faithfully implement and carry out all requirements of the Grant and the Grant documents, in full accordance with the CFDA, the Agreements, and all other legal requirements related to the Grant; and

b. Make all reports and conduct all accounting required under the Grant; and

c. Provide all required funding for the Project not supplied through the Grant, including, without limitation, the matching funds for the Grant; and

d. Provide copies of all reports and accounting made under the Grant to the County, in addition to forwarding the originals as required under the Grant and under law; and

e. Timely notify Oconee County of any acts, requirements, or report required of Oconee County under the Grant, and either make such act or report on behalf of the County, or assist the County in making such act or report; and

f. Indemnify and hold harmless the County, its officers, employees, and agents, against any and all costs, claims, damages, or liability caused by or associated, in any form, with the Grant, its implementation, or the Project, in any form, and to support such commitment through appropriate insurance, naming the County as an additional insured thereon.

4. Should any part or provision of this Memorandum of Agreement be held by any court of competent jurisdiction to be unlawful or otherwise unenforceable, such finding shall not affect any other part, term, or provision of this Memorandum of Agreement, as all are hereby agreed to be separable.

5. This Memorandum of Agreement is intended to memorialize the full understanding between the parties, which may be reduced to the basic concept that Oconee County is to be a “pass through” entity, only, for the Grant, for the benefit of the Whitewater Lake Fishing and Boating Club, Inc., with the full consent and knowledge of the USDA and the NRCS, and that Oconee County has no other obligation thereunder or hereunder, except those expressly stated herein.

Agreed to and entered into on the date first above written, as the valid undertaking of the parties hereto, as duly authorized by their respective governing bodies.

OCONEE COUNTY, SOUTH CAROLINA

BY: _____

ITS: _____

ACKNOWLEDGMENT:

WHITEWATER LAKE FISHING AND
BOATING CLUB, INC.

BY: _____

ITS: _____

ACKNOWLEDGMENT:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2011-02**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
MEMORANDUM OF UNDERSTANDING PURSUANT TO THE WORKFORCE
INVESTMENT ACT OF 1998 FOR GOVERNANCE OF THE WORKLINK AREA
ONESTOP SYSTEM**

WHEREAS, §121(c) of Title I of the Workforce Investment Act (“WIA”) requires that each local area develop a Memorandum of Understanding (“MOU”) which describes how “OneStop Partners” will participate and provide services within the local OneStop System, and such MOUs are to be considered part of the local plan as it relates to OneStop service delivery; and

WHEREAS, an MOU has been developed for the WorkLink Area OneStop System serving Oconee County, to establish cooperative, mutually beneficial, and productive relationships among parties involved in the WIA implementation in the WorkLink Workforce Investment Area; and

WHEREAS, that MOU addressing the WorkLink Workforce Investment Area serving Oconee County has been presented to Oconee County Council for consideration, and appears to be in proper form for execution and delivery by Oconee County, as a partner with the WorkLink Area OneStop System; and

WHEREAS, Oconee County, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”) desires to authorize the execution and delivery of the MOU, under the terms and conditions and for the purposes set forth therein.

NOW, THEREFORE, it is hereby resolved by the Oconee County Council, in meeting duly assembled, as follows:

1. The Chairman of Oconee County Council and the Oconee County Administrator are hereby authorized to execute and deliver the Memorandum of Understanding attached to this Resolution, in substantially the form presented to the meeting at which this Resolution is approved, or with such minor changes and variations thereto as shall not be substantially adverse to Oconee County.

2. All Orders and Resolutions in conflict herewith, are hereby revoked, repealed, and rescinded, to the extent of such inconsistency, only.

3. This Resolution shall take effect and be enforced immediately upon enactment.

RESOLVED this 4th day of January, 2011, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council
Oconee County, South Carolina

ATTEST:

By: _____
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For Governance of the WorkLink Area OneStop System

I. Purpose

Section 121 (c) in Title I of the Workforce Investment Act (WIA) requires that each local area develop a Memorandum of Understanding (MOU) that describes how OneStop partners ("Partners") will participate and provide services within the local OneStop System. MOUs are considered part of the local plan as relates to OneStop service delivery.

This Memorandum of Understanding, between and among the WorkLink Area OneStop Operator (the "Agency") and the below listed Partners of the Agency is to establish cooperative, mutually beneficial, and productive relationships among Partners involved in Workforce Investment Act (WIA) implementation in the WorkLink Workforce Investment Area.

The work commitments described herein reflect and advance the vision, mission, and core principles of the Workforce Investment Board (WIB) and will further efforts to:

- Engage and support employers and those seeking employment and/or training;
- Build collaboration with key stakeholders; and
- Promote the strategic and innovative investment of resources in activities which increase the capacity of the area's OneStop System.

II. Partners

WorkLink Workforce Investment Board

511 Westinghouse Road
Pendleton, SC 29670

Contact: Nita Colman, Executive Director

Phone (864) 646-1515

Fax (864) 646-2814

Anderson County Council

PO Box 8002
Anderson, SC 29624

Contact: Council Chairman

Phone (864) 844-3765

Oconee County Council

415 South Pine Street
Walhalla, SC 29691

Contact: Council Chairman

Phone (864) 972-1965

Pickens County Council

222 McDaniel Avenue
Pickens, SC 29671

Contact: Council Chairman

Phone (864) 878-6026

SC Department of Employment & Workforce

Partner Programs: Wagner-Peyser, Unemployment Insurance, Veteran Programs, Trade Act

PO Box 995

Columbia, SC 29202

Contact: Dr. Peggy Torrey, Deputy Executive Director of Employment & Training

Phone (803) 737-0097

Fax: (803) 737-3533

Tri-County Technical College

Partner Programs: Carl D. Perkins

PO Box 587

Pendleton, SC 29670

Contact: Dr. Ronnie L. Booth, President

Phone (864) 646-1773

Fax (864) 646-8256

SC Vocational Rehabilitation

Partner Programs: Vocational Rehabilitation

PO Box 15

West Columbia, SC 29171

Contact: Barbara Hollis, Commissioner

Phone (803) 896-6500

Fax: (803) 896-6529

3001 Martin Luther King, Jr. Boulevard

Anderson, SC 29625

Contact: Robert W. Oppermann, County Director

Phone (864) 224-6391

Fax (864) 231-6993

Department of Education

Partner Programs: Adult Education and Literacy

1429 Senate Street, Suite 908A

Columbia, SC 29201

Contact: Dr. David Stout, Director

Phone (803) 734-8346

Fax (803) 734-3643

Anderson Adult Education 1 and 2

214 Leby Street

Pelzer, SC 29669

Contact: Janice Walpole, Director

Phone (864) 947-9311

Fax (864) 947-1160

Adult Education Center

2005 N Main Street

Anderson, SC 29621

Contact: Richard Gaines, Director

Phone (864) 260-5075

Fax (864) 847-3512

Oconee Adult Education

615 N Townville Street

Seneca, SC 29678

Contact: Steve Willis, Director

Phone (864) 886-4429

Fax (864) 886-4430

Pickens Adult Learning Center

109 Glazner St

Phone (864) 855-8198

Easley, SC 29640
Contact: Dr. Mary Gaston, Director

Fax (864) 850-8116

Housing Authority

Partner Programs: Housing and Urban Development E&T

1335 East River St

Anderson, SC 29624

Contact: Jeff Trahan, Director

Phone (864) 716-3868

Telamon, Inc.

Partner Programs: Migrant and Seasonal Farm-Workers

P O Box 5291

Spartanburg, SC 29304

Contact: Luisa Magaly Mathis, Caseworker

Phone (864) 573-8783

SHARE, Inc.

Partner Programs: Community Services Block Grant

PO Box 10204

Greenville, SC 29603

Contact: Diane Pressley, Director

Phone (864) 269-0700

Fax (864) 295-6151

Department of Social Services

Partner Programs: (Optional) TANF

Anderson Dept of Social Services

224 McGee Rd.

Anderson, SC 29625

Contact: Glenn Farrow, Director

Phone (864) 260-4100

Pickens County Dept of Social Services

212 McDaniel Ave.

Pickens, SC 29671

Contact: Keith Frazier, Director

Phone (864) 898-5810

Oconee County Dept of Social Services

223A Kenneth St.

Walhalla, SC 29691

Contact: Elaine Bailey, Director

Phone (864) 638-4400

AARP

Partner Programs: Title V Older Worker Program

301 University Ridge # 5550

Greenville, SC 29601

Contact: Joe Perry, AARP Specialist

Phone (864) 467-3325

Experience Works

Partner Programs: Title V Older Worker Program

P.O. Box 519
353 Highway 28 Bypass
Abbeville, SC 29620
Contact: Barbara Reepe, Experience Works Regional Staff

Phone (864) 459-5486

Dynamic Education System, Inc
Partner Program: Job Corps
145 N Church St # 205,
Spartanburg, SC 29306
Contact: Robin Miller, Admissions Counselor

Phone (864) 573-7121

Indian Development Council
Partner Program: Native American Programs
2915 Reservation Rd
Rock Hill, SC 29730
Contact: Phyllis Williams, Director

Phone (803) 324-0259

The aforementioned information may be updated from time to time by giving written notice to all parties.

III. Effective Date

The effective date shall be July 1, 2010. This Memorandum of Understanding shall remain in effect until terminated by the repeal of the Workforce Investment Act of 1998, or in accordance with Section XIII.

Any party may withdraw from this MOU by giving written notice of intent to withdraw at least ninety (90) calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all parties at the addresses shown in Section II of this MOU and to the contact persons so listed, considering any information updates received by the parties pursuant to Section II. Should any party withdraw, this MOU shall remain in effect with respect to remaining parties.

IV. Services

Core services will be provided by all Partners in the OneStop Workforce Center. Core Services include but are not limited to:

- **Initial Assessment:** Begins with intake and an initial assessment that sorts for customer needs and available options. A focus will be on determining customer's job readiness, including workforce skills, and available appropriate services.
- **Job Counseling:** Either individually or in group sessions helping the jobseeker make the best use of the information and services available.
- **Job Referral:** Services that are tailored to the needs of specific employers and jobseekers. Both workers and employers may also choose to post job announcements and resumes on an electronic system that is open to all.
- **Employer Services:** Access to labor market information; recruitment, screening, and referral of qualified applicants; assisting employers with regulations; access to economic development information and resources; allocating job vacancies; brokering customized job training; connecting firms to one-stop information; technical assistance on assessment, recruitment, and human

resource strategies; advocacy for targeted employers in key economic sectors; assistance with major layoffs and plant closures.

- **Labor Market Information:** Current and projected occupational supply and demand information, current occupational wage information; occupational skill standards; nonproprietary information on employers; and information on education and training program outcomes, including completion rates, placement rates, and wage rates of graduates.
- **Information and Referral:** Access to information regarding services needed by jobseekers, such as income assistance, housing, food, or medical care. Referrals to off-site services within the system will be recorded electronically.
- **Training and Retraining Information:** Access to and information about vocational exploration, basic skills and literacy training, job search skills, self-employment/entrepreneurial training, training leading to the award of skills certificates, work-based learning, two-year or four-year degree programs and state-approved apprenticeship programs.
- **Unemployment Insurance Information:** Phone accessibility to file for unemployment insurance benefits; OneStops are required to have someone on-site with knowledge to take claims in person when customer is disabled or unwilling to file their claim by phone. Internet Claims may be filed online.
- **Eligibility Determination:** Access to information regarding employment and training services needed by job seekers – eligibility for federal and state funded programs.
- **Outreach/Intake/Orientation:** Local activity, website is one source marketing. Intake—ability to register for programs. Orientation to services – description to state’s OneStop services/link to areas.
- **Performance Information on Local OneStop:** How the local area is performing on the local performance measures and any additional performance information with respect to the OneStop delivery system in the local area.
- **Follow-up Services:** Including counseling regarding the workplace. Local responsibility – retention services.

V. Cost Allocation and Resource Sharing

Section 662.270 of the WIA regulations require that each Partner contribute a fair share of operating costs of the OneStop delivery system proportionate to the use of the system by individuals attributable to the Partner's program.

The Partners agree to share resources in accordance with a Cost Allocation Plan and a Resource Sharing Agreement, to be developed by the Partners. These documents may be modified from time to time upon consent of the Partners. Any such modifications will not affect the primary Agreement or its terms as stated herein. The resources contributed to the OneStop System could include in-kind resources, financial commitments, or some other method for facilitating access to applicable core services. At a minimum, the resources contributed shall include each OneStop Partner's fair share of providing applicable core services.

It is expressly understood that this MOU does not constitute a financial commitment, but rather intent to commit specific resources in the future as the Partners' allocations and budgets are known and the OneStop system evolves. The OneStop System is a work in progress and its costs and the Partners' resource contributions may not remain static from year to year.

VI. OneStop System

Anderson Workforce Center
309 W. Whitner Street
PO Box 407
Anderson, SC 29622

Seneca Workforce Center
11091 Radio Station Rd
PO Box 1499
Seneca, SC 29679

Liberty Workforce Center
317 Summit Ave
PO Box 539
Liberty, SC 29657

**One, OneStop On-the-Go Mobile Unit will be available to Partners and other community agencies (on a "first come, first served" basis, free of charge) interested in providing jobseeker services to their clients in the WorkLink area. The mobile unit will be based in the Anderson OneStop but will provide services in Anderson, Oconee and Pickens Counties.*

The OneStop System will address and implement WIA requirements by creating a dynamic environment which: (1) integrates and streamlines education, employment and training services for youth, adults, and dislocated workers; (2) offers ongoing skill building, wage progression focused retraining and retention services; (3) infuses employer defined workforce skill standards into training curricula and materials; ensuring that the workforce preparation system is relevant and competitive; (4) continually fosters partnerships among community-based organizations, human services, health, transportation, childcare, and other service providers; and (5) provides measurable results that are valued by job seeker, business, labor and workforce development communities.

The WIB shall, as a part of the OneStop certification and re-certification process, set standards and regularly review the OneStop System and performance of each Center.

VII. Confidentiality of Records

Records created, maintained, and used by Partners in this agreement shall meet all state and federal confidentiality and open records requirements. As appropriate, client information from records will be shared among the Partners providing the services to the clients, subject to the confidentiality regulations. Partners agree to honor an Information Release Form to be signed along with the Resource Sharing Agreement. Exchanged information shall remain private and confidential in

accordance with the most restrictive confidentiality requirements of any of the parties collecting, receiving, or sharing information, to the extent allowed by law.

VIII. Cross Referral

The parties agree to adopt a Cross Referral Form.

IX. Oversight

The WorkLink Workforce Investment Board will evaluate OneStop operations and performance. They will also recommend new policies and changes in current policy for the operation of the OneStop Centers. The Board shall utilize a variety of methods to evaluate the activities of the OneStop Center including, but not limited to, customer surveys, customer focus groups, and user review by agency Partners.

X. Assurances and Certifications

1. The Partnership will insure that no person shall be discriminated against in consideration for or receipt of employment and training services or staff position because of sex, disability, race, color, age, religion, or national origin. Each participant shall have recourse through the appropriate complaint procedure.
2. The Partnership will strictly adhere to all Federal, State, and Local laws that pertain to Employment and Training, including Minor Labor and Civil Rights Laws.
3. It is expressly understood and agreed upon by all members of the Partnership that employees receiving compensation for work performed for this agreement remain at all times employees of the agency and shall in no way be deemed employees of the Partnership.
4. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities, or used for lobbying activities in violation of 18 U.S.C 1913, or used for political activities in violation of 5 U.S.C. 22602 to 1508.
5. Each member of the Partnership assures that it is an equal opportunity employer and is aware of and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.
6. The Partnership will not knowingly and intentionally expose participants to surroundings or working conditions that are unsanitary, hazardous, or dangerous; participants employed or training for inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
7. Each Partner will assure that it will follow its Drug Free Workplace Certification to assure that it is in compliance with Executive Order No. 90-5.
8. This program is subject to the provisions of the "Jobs for Veterans Act, " Public Law 107-288 and 20 CFR Part 1010 (Final Rule) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

XI. Grievance Procedure

The Partners shall attempt to resolve all disputes informally. Any Partner may call a meeting of all Partners to discuss and resolve disputes by contacting the OneStop Operator in writing at the address listed below:

WorkLink Area OneStop Operator
Dr. Lisa McWherter
Anderson OneStop Workforce Center
P.O. Box 407
Anderson, SC 29622

Unresolved disputes shall be referred to the WIB for mediation by contacting the Executive Director in writing at the address listed below.

WorkLink Workforce Investment Board
Executive Director, Nita Colman
511 Westinghouse Road
Pendleton, SC 29670

XII. Liability Insurance

Each Partner insures that it will secure and maintain general tort liability insurance through an authorized carrier in at least the amount specified in South Carolina Code 15-78-120 of the South Carolina Tort Claims Act. Any liability of the Partner or any claims damages, losses or cost arising out of or related acts performed by the Partners or their agents under this agreement shall be governed by the South Carolina Tort Claims Act 15-78-10, et seq.

XIII. Modifications, Renewal, and Termination Provisions

1. This MOU shall stand in effect from July 1, 2010 to June 30, 2013. Specific agreements in terms of Resource Sharing and Signatory Authorities may change from year to year or term to term as deemed appropriate or necessary; however, this agreement shall withstand those adaptations.
2. Modification of this agreement may be made by the written mutual consent of the Partners hereto. Oral modifications shall have no effect.
3. Revisions shall be approved by signature of all Partners.
4. If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby.
5. Any Partner of the Partnership may terminate this agreement without cause with ninety (90) days written notice to the Agency certified US Mail. The Agency reserves the right to unilaterally terminate participation by one or more of the Partners if the Partner violates this agreement or any applicable law or regulation.

Authority and Signatures

THE WorkLink WORKFORCE INVESTMENT AREA

ONESTOP SYSTEM

MEMORANDUM OF UNDERSTANDING

**PURSUANT TO THE
WORKFORCE INVESTMENT ACT OF 1998 ("WIA")**

July 1, 2010 - June 30, 2013

In Witness thereof, this MOU is being executed by the following Chairperson of the WorkLink Workforce Investment Board:

WORKFORCE INVESTMENT BOARD INFORMATION:

WorkLink—Workforce Investment Board

511 Westinghouse Road

Pendleton, SC 29670

AUTHORIZED OFFICIAL:

Leon "Butch" Harris

Workforce Investment Board Chairman

Signature: _____

Leon "Butch" Harris, Workforce Investment Board Chairman

Dated: _____

XIV. Authority and Signatures

THE WorkLink WORKFORCE INVESTMENT AREA

ONESTOP SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INVESTMENT ACT OF 1998 ("WIA")

July 1, 2010 - June 30, 2013

In Witness thereof, this MOU is being executed by the following County Council Chairperson in the WorkLink Workforce Investment Area:

COUNTY COUNCIL INFORMATION:

Anderson County Council

101 S. Main Street

Anderson, SC 29621

AUTHORIZED OFFICIAL:

Tommy Dunn

Anderson County Council Chairman

Signature: _____

Tommy Dunn, Anderson County Council Chairman

Dated: _____

XV. Authority and Signatures

THE WorkLink WORKFORCE INVESTMENT AREA

ONESTOP SYSTEM

MEMORANDUM OF UNDERSTANDING

PURSUANT TO THE

WORKFORCE INVESTMENT ACT OF 1998 ("WIA")

July 1, 2010 - June 30, 2013

In Witness thereof, this MOU is being executed by the following County Council Chairperson in the WorkLink Workforce Investment Area:

COUNTY COUNCIL INFORMATION:

Oconee County Council

415 South Pine Street

Walhalla, SC 29691

AUTHORIZED OFFICIAL:

Oconee County Council Chairman

Signature: _____

Oconee County Council Chairman

Dated: _____

XVI. Authority and Signatures

THE WorkLink WORKFORCE INVESTMENT AREA

ONESTOP SYSTEM

MEMORANDUM OF UNDERSTANDING PURSUANT TO THE

WORKFORCE INVESTMENT ACT OF 1998 ("WIA")

July 1, 2010 - June 30, 2013

In Witness thereof, this MOU is being executed by the following County Council Chairperson in the WorkLink Workforce Investment Area:

COUNTY COUNCIL INFORMATION:

Pickens County Council

222 McDaniel Avenue, B1

Pickens, SC 29671

AUTHORIZED OFFICIAL:

G. Neil Smith

Pickens County Council Chairman

Signature: _____

G. Neil Smith, Pickens County Council Chairman

Dated: _____

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 1-4-2011
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Local ATAX request for \$2,500 to assist with 2011 Motorcoach Familiarization (FAM) Tour. Over 30 Motorcoach tour operators will be invited to experience what Oconee has to offer for Motorcoach tours. The itinerary includes a pontoon boat ride/tour on Lake Jocassee, waterfall tours, tours of the World of Energy, Wildwater Rafting outposts, Oconee Station, Oconee Heritage Center, Lunney Museum, Stumphouse Tunnel and Blue Ridge Arts Center as well as food/receptions at the Vault, Humble Pie, Falls Restaurant, Seneca Family Restaurant and Ye Olde Sandwich Shoppe.

BACKGROUND OR HISTORY:

PRT requests assistance from the 75% local accommodations tax fund to assist with a Motorcoach FAM tour January 25-27, 2011. The upstate of South Carolina has had no representation at travel shows and the motorcoach operators do not know what there is so see in Oconee County. This will let them see firsthand the attractions that we have for all ages and abilities of visitors. Many of the operators are very interested in our central location between Atlanta, Ashville and Charlotte. They also like the fact that we are within 5 hours of the coast. This makes it very easy to sell it as a stopover on the way to MB, Charleston or Hilton Head. We have the best of both worlds, the mountains and the sea in one trip in one state. Our projection is that we will book motorcoach tours from this FAM Tour for Spring, Summer and Fall 2011.

SPECIAL CONSIDERATIONS OR CONCERNS:

None

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: No, ATAX grant

STAFF RECOMMENDATION:

Approval of \$2,500 to assist with operations of 2011 Motorcoach FAM tour.

FINANCIAL IMPACT:

\$2,500 from the 75% local ATAX fund with no impact to the general fund. Current balance in the 75% local ATAX is \$36,833.31

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Sponsorships and CVB completing total budget of \$6,000

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

_____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director

Department Head/Elected Official

Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.